

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION

JASON ALTENHOFEN, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

ENERGY TRANSFER PARTNERS,
L.P.,

Defendant.

Civil Action No. 2:20-cv-00200-DSC

Judge David S. Cercone

Declaration of Michael Frye

1. My name is Michael Frye. I am over 18 years of age and competent in all respects to make this declaration pursuant to 28 U.S.C. §1746. I have personal knowledge of the facts in this declaration; can testify to their accuracy; and make this statement voluntarily.

2. I am Chief Accounting Officer for Cleveland Integrity Services, Inc., (“CIS”). I am a duly-authorized custodian of personnel records for CIS.

3. CIS is an inspection company. It employs a wide range of inspection personnel, including environmental inspectors, who provide inspection services to CIS’s customers.

4. Energy Transfer Partners, L.P. (“Energy Transfer”) is one of CIS’s customers.

5. CIS controls and directs its employees to provide the inspection services Energy Transfer requests. CIS and its employees supply materials and equipment necessary to complete the project contracted for.

6. Energy Transfer pays CIS a stipulated rate to compensate it for the services it provides; CIS, in turn, uses a portion of these monies to pay its personnel assigned to the specific client project in the manner that it determines is warranted.

7. When CIS hired Jason Altenhofen (“Altenhofen”) on October 24, 2015, he executed an arbitration agreement and confidentiality agreement. Altenhofen’s arbitration agreement is attached as Appendix 1. Altenhofen’s confidentiality agreement is attached as Appendix 2. Both Appendices are true and correct copies of records created or maintained by CIS in the ordinary course of business.

8. During his employment with CIS, Altenhofen was assigned to provide inspection services to various CIS clients.

9. CIS assigned Altenhofen to provide services on its behalf to Energy Transfer on June 4, 2017. Appendix 3 (attached) is CIS’s record of its mobilization of Altenhofen to Energy Transfer. Appendix 3 is a true and correct copy of the record created and maintained by CIS in the ordinary course of business.

10. Altenhofen signed employment documents as part of his employment with CIS acknowledging that he would be subject to CIS’s various policies governing its employees. These documents include:

- Appendix 4 (Altenhofen’s Employment Application);
- Appendix 5 (Altenhofen’s Acknowledgement of CIS’s Safety Handbook);
- Appendix 6 (Altenhofen’s Acknowledgement of CIS’s Drug and Alcohol Policy);
- Appendix 7 (Altenhofen’s Acknowledgement of CIS’s Incident and Injury Reporting Policy);
- Appendix 8 (Altenhofen’s Acknowledgement of CIS’s Employee Driving Policy);
- Appendix 9 (Altenhofen’s Acknowledgement of CIS’s Workers’ Compensation Notice);
- Appendix 10 (CIS’s Equipment Reimbursement Schedule).

All of those Appendices are true and correct copies of records created or maintained by CIS in the ordinary course of business.

11. CIS determined Altenhofen's salary, providing him with a "guaranteed minimum weekly salary equal to four times the daily salary amount," as set forth in Appendix 10. This salary guarantee was set to comply with the requirements of the Fair Labor Standards Act ("FLSA") for the salary status exemption set out in 29 C.F.R. §541.604(b).

12. CIS paid Altenhofen's salary. Facilitating CIS's payment of his salary, attached as Appendix 11 is Altenhofen's Internal Revenue Service ("IRS") W-4 Tax Form and as Appendix 12 is Altenhofen's Direct Deposit Form. All of those Appendices are true and correct copies of records created or maintained by CIS in the ordinary course of business.

13. Confirming that CIS paid Altenhofen's salary, attached as Appendix 13 is Altenhofen's IRS W-2 Tax Return information specifying that CIS paid Altenhofen \$27,026.75 for the services he provided as a CIS employee during in 2017. Appendix 13 is a true and correct copy of a record created or maintained by CIS in the ordinary course of business.

14. Altenhofen was assigned to provide services to Energy Transfer from June 4, 2017 until October 26, 2017. He was then assigned to provide services on CIS's behalf to another customer for the remainder of 2017. Of the \$27,026.75 that CIS paid Altenhofen in 2017, he was paid \$20,163.00 while assigned to Energy Transfer.

15. CIS determined that Altenhofen's duties and pay qualified him for an exemption to the overtime requirements of the FLSA, Ohio Minimum Fair Wage Standards Act, and Pennsylvania Minimum Wage Act. Specifically, it determined that Altenhofen's job and pay qualified him for the administrative exemption under 29 U.S.C. § 213, 43 Pa. Stat. § 333.105, Ohio Rev. Code § 4111.03(D)(3)(d).

16. In connection with this lawsuit, Energy Transfer has demanded indemnification.
17. I declare under the penalty of perjury, that the foregoing is true and correct.

Executed on this 19 day of March, 2020



Michael Frye

APPENDIX 1



Mutual Arbitration Agreement

Both Cleveland Integrity Services, Inc. ("Company") and you ("Employee") agree to the terms and conditions of this Mutual Arbitration Agreement ("Agreement") as an efficient, impartial and cost-effective dispute resolution procedure.

1. Mutual Agreement

This Agreement covers all claims by the Employee against the Company or by Company against the Employee. All references to "Employee" include his or her estate or other representatives; all references to "Company" include its affiliates or agents.

The Employee and the Company each knowingly and voluntarily waive any and all rights to a trial before a judge or jury in a court of law and instead agree to proceed exclusively in arbitration on claims covered by this Agreement.

2. Claims Covered

The Employee and the Company agree to arbitrate all claims that have arisen or will arise out of Employee's employment with or termination from the Company regardless of whether those are claims under common law or under statutory law. The only exceptions are (a) claims for which arbitration is unavailable as a matter of law, such as workers' compensation benefits, unemployment compensation benefits, or charges under the National Labor Relations Act; (b) claims under any ERISA plan that contains its own internal appeal process; and (c) claims for injunctive relief pending the outcome of arbitration by either the Employee or the Company.

The Employee and the Company also agree that there shall be no class actions, collective actions, or multiple-employee claims of any kind. Rather, each arbitration will be limited to a single employee; the arbitrator may not consolidate more than one person's claims for any purpose.

3. Governing Law

The Employee and the Company agree that the Federal Arbitration Act ("FAA") applies and that arbitrations shall be decided in accordance with the substantive state or federal law applicable to each claim. The arbitrator will have the authority to award relief on the same basis as in court: *i.e.*, damages permitted by the applicable statutory or common law that is the subject of the claim. The Federal Rules of Evidence will apply.

The arbitrator shall have no power to vary or ignore the terms of this Agreement. Further, this Agreement does not, and shall not be construed to create, any contract of employment; thus, the arbitrator shall have no authority to alter or circumvent the Employee's at-will status.

4. Arbitration Procedures

Arbitration shall be conducted in accordance with the American Arbitration Association Employment Arbitration Rules ("AAA Rules"). The parties shall use one arbitrator for each case, who will be selected under the AAA Rules.

If the Company files an arbitration claim, it shall pay all arbitration fees. If the Employee files an arbitration claim, the Employee shall pay the AAA a filing fee of \$200 when the claim is

filed; the Company shall pay for the remainder of any AAA filing fees and all other arbitration costs. Claims may be submitted electronically through AAA's website (www.adr.org) and shall use its claim form.

Each party may be represented by an attorney at any arbitration covered by this Agreement. Each party will pay its own attorneys' fees, although the arbitrator may permit the prevailing party to recover attorneys' fees and costs to the extent permitted by applicable law.

The arbitrator will have the authority to consider and grant motions resolving all or part of any claim, using the standards under the Federal Rules of Civil Procedure; this includes motions to dismiss and/or motions for summary judgment. The arbitrator will also have the authority to allow discovery in accordance with the AAA Rules.

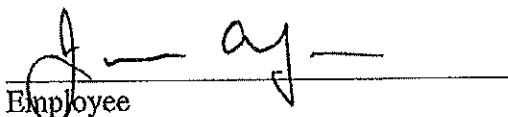
The arbitrator will require the parties to identify their witnesses and exhibits in advance of any evidentiary hearing; will permit cross-examination of each witness presented; and will allow for post-hearing briefs if requested by either the Employee or the Company. The arbitrator will render an award in writing, setting forth the reasons supporting his/her decision. That decision will be final and binding, except for any appeal permitted by the FAA.

5. Agreement Terms

This Agreement will survive the employer-employee relationship between the Company and the Employee and will apply to any covered claim regardless of whether it arises or is asserted during or after employment.

Any amendment to this Agreement must be in writing and signed by the Employee and the Company. All amendments will be prospective only; no amendment will apply to a dispute which is initiated prior to the date of the amendment.

The Employee fully understands and intends to be bound by the Agreement. Further, if any provision or the application of any provision in a particular context is unenforceable, the Employee and the Company agree that the rest of this Agreement will remain enforceable.



Employee

10-24-2015
Date



Cleveland Integrity Services, Inc.

10-24-2015
Date

APPENDIX 2



Employee Confidentiality Agreement

CONFIDENTIAL INFORMATION:

Employee agrees that all information, in whatever form obtained by Employee from Company, and all working drawings, specifications, and other documents and work product prepared by Employee, shall be held in confidence by Employee and shall not be used by Employee for any purpose other than for the performance of the services contemplated by this Agreement or any other agreement between the parties. All information pertaining to compensation, salaries, wages, and expenses paid by Company to Employee shall be held in confidence by Employee. Employee agrees that it shall not make disclosure of any such Confidential Information to anyone except to whom disclosure is necessary for the purposes of accomplishing the work to be performed by Employee, and who have agreed to be bound by the obligations of confidentiality and restrictions on use hereunder. Employee shall cause to whom it makes disclosure to observe the obligations of confidentiality and restrictions in accordance with this Agreement. All documents furnished by Company to Employee, and all documents prepared by Employee, including any copies thereof, shall be, or upon preparation become, the property of Company, and may be used by Company without restriction or reservation as it sees fit, and shall be delivered to Company on request.

Employee Name:

Jason Altenhofen

Employee Signature:

Jason Altenhofen

Date:

10-24-2015

APPENDIX 3



Status S Created 6/7/2017
 By: jhilbun

Co.	4
IID	52158
PID	0

Employee		Address				
Name*	Jason Altenhofen	Type	Shipping			
Primary Email	jason_altenhofen@hotmail.com	Line 1				
Primary Phon	(515) 865-6211	Line 2				
DOB		Line 3				
MOB Date		Zip				
Hire Type*	Rehire	City				
<input type="checkbox"/> Drug Kit	<input type="checkbox"/> Hire Pack	<input type="checkbox"/> OQ's	<input type="checkbox"/> Training	<input type="checkbox"/> ISP Tran	State	Country
<input type="checkbox"/> Cur in Drug Pool	Dat	Ship Opt* None				
Project	Duration	5 Months				
Customer*	Energy Transfer					
Contract*	Energy Transfer 2017					
Rate Sheet*	Rover ENV rate sheet					
Project	Rover					
Spread						
Department	80 Environmental/Safety					
Function*	25 Environmental Inspector					
Type*	2 Facility					
Location						
Line 1						
Line 2						
Line 3						
Zip						
City						
State	Country					
Classification*	Environ CWI-Welding Inspector 1					
Inspector	Period	Amount	Comment			
Salary						
Salary						
Salary						
Vehicle						
Per Diem						
Mileage						
Guar. Miles						
Equipment						
Other Equipment						
Equipment						
Equipment						
Equipment						
Equipment						
Comment	<input type="checkbox"/> Send Copy of Electronic TimeSheet					
Class change and hire change....already has kits and on project.						
<input type="checkbox"/> Request Resume		<input checked="" type="radio"/> Internal Hire*		<input type="radio"/> Client hire*		

APPENDIX 4



*Cleveland Integrity Services, Inc.
Employment Application*

PERSONNAL INFORMATION:

First Name JASON

Middle Name PAUL

Last Name Altenhofen

Street Address 125 6th ST W

City, State, Zip Code Williston ND 58801

Phone Number 515-865-6211

Email for pay stubs jason_altenhofen@hotmail.com

Are you eligible to work in the United States?

Yes No _____

If you are under age 18, do you have an employment/age certificate?

Yes _____ No _____

Have you been convicted of a felony within the last five years?

Yes _____ No

If yes, please explain: _____

POSITION/AVAILABILITY:

Position Applied For

Chief

What date are you available to start work? all Ready in place

EDUCATION:

Name and Address of School - Degree/Diploma - Graduation Date

Keota Community Schools K-12

507 N. Ellis Street, Keota, Iowa 52248

Skills and Qualifications: Licenses, Skills, Training, Awards

CPWI EXPIRES 4/12/2016/AWS acuity Test issued 7-12-2014
VeriForce ID: ja-052157-01/First Aid-CPR EXPIRES 2-10-17
OSHA 30 NO EXPIRATION/INS World ID: 00655954
SENIOR SOURCE GAS Welding INSPECTOR Qualified / SENIOR
Sempra Welding & coatings Qualified / Construction Chief social +52671

EMPLOYMENT HISTORY:

Present Or Last Position:

Employer: Tulsa Inspection Resources
Address: 5111 S. BURLINGTON AVE. SUITE 1000, TULSA, OK
Supervisor: Todd Fore / Kip Moreau
Phone: 701-755-6901
Email: Kipmca@yahoo.com / jason.altenhofen@hotmail.com
Position Title: Construction Chief
From: Sept 2015 To: CURRENT
Responsibilities: Support of management teams from Above
and inspection below
Salary: N/A
Reason for Leaving: Former Employer lost contract

=====

Previous Position:

Employer: Source Gas / McDaniels "MTSi"
Address: 2009 N. Willow Ave, Broken Arrow, OK 74021
Supervisor:
Phone: 918-294-1628
Email: NA
Position Title: Senior Weld Inspector
From: JAN 2014 To: MARCH 2014
Responsibilities: Senior Weld Inspector

Salary: NA
Reason for Leaving: Called up for PSEP start up @ Sempra Energy

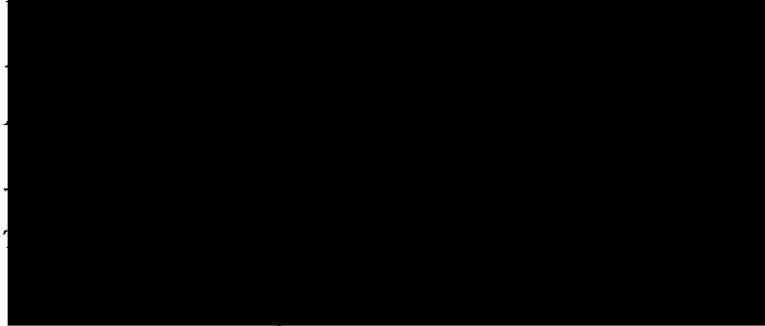
May We Contact Your Present Employer?

Yes No

EMERGENCY CONTACT INFORMATION

It may be necessary to contact a close friend or relative of an employee if an unforeseen emergency arises. In the event of an accident, illness, or other unexpected circumstance, please tell us the person you want notified.

Name and Relationship



REFERENCES:

Name/Title Address Phone

Northwestern National Clarence E. Miller - [REDACTED], Fayette, Iowa 52142 [REDACTED]
Enbridge Chris Hamm - [REDACTED], Cushing, OK 74023 [REDACTED]
Tulsa Inspection Todd Fore - [REDACTED] TulsaOK [REDACTED]

I certify that information contained in this application is true and complete. I understand that false information may be grounds for not hiring me or for immediate termination of employment at any point in the future if I am hired. I authorize the verification of any or all information listed above.

Employee Name Jason Altenhofen

Signature J. A.

Date 10/24/2015

APPENDIX 5



Employee Acknowledgement Safety Handbook

This review was conducted to introduce our new employees to Cleveland Integrity Services, Inc. and provide them with an understanding of our company's commitment in maintaining a productive and safety conscious workforce.

I, _____, acknowledge receipt of the Employee Safety Handbook for Cleveland Integrity Services, Inc.

Specifically, I have been instructed on the company's safety policies and procedures relating to safety in the workplace. I understand the importance of protecting myself and my fellow workers from potential exposure to hazards and I understand that safety is a condition of my employment.

I further understand that it is my responsibility to immediately inform my immediate supervisor or the designated on-site safety coordinator of any potential hazards, unsafe work practices or working conditions I am not familiar with or do not know how to handle safely. As an employee of Cleveland Integrity Services, Inc. I will do my part to help maintain a safe and healthful workplace environment.

Employee Name:

Jason D Henhofen

Employee Signature:

J - a -

Date:

10-24-2015

APPENDIX 6



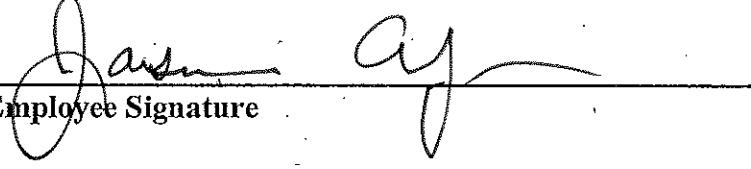
Cleveland Integrity Services, Inc.
Acknowledgment and Receipt
WITH RESPECT TO DRUG AND ALCOHOL TESTING

I, acknowledge, by signing this form, that my full compliance with the Anti-Drug and Alcohol Misuse Prevention Plan (the "Plan") and DOT drug and alcohol regulation requirements is a condition of my initial and continued employment with the Company. I understand and agree that I may be discharged or otherwise disciplined for any drug and/or alcohol violation, committed by me, as cited in the Plan and/or in the DOT drug and alcohol regulatory requirements.

I also acknowledge, by signing this form, that a copy of the Plan has been made available to me and that I have read and understand the requirements of the company and DOT drug and alcohol program. I have also been provided with informational material on the dangers and problems of drug abuse and alcohol misuse.

Signed this the 24th day of October, 2015

JASON ALtenhofen
Employee Name (Please Print)


Employee Signature

APPENDIX 7

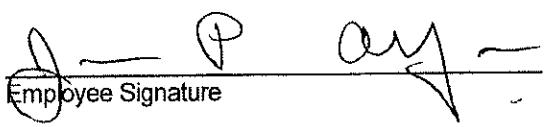


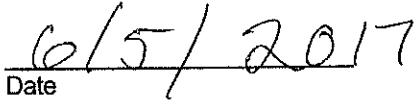
CLEVELAND INTEGRITY SERVICES, INC.

INCIDENT AND INJURY REPORTING POLICY

When an Injury or Incident occurs, the following steps must be followed:

1. **If the incident results in an injury to an employee. The employee's health and safety is the #1 priority. Please tend to injured employee before beginning any other steps.**
2. **If he/she needs medical help, the designated safety representative and or management should accompany employee to the health care facility. Chase Mcdonald must be contacted at the following numbers: Office 918-358-5735 or Cell Phone 24/7 at 918-607-1827. All notifications must be immediate of the incident to help insure the best care for the affected employee. We must also be notified of all non-injury related incidents immediately as well**
3. **Immediate supervisor or direct employee shall begin completing the "Accident and Injury Report" as well as initiating the investigation and getting statements from the injured employee and witness**
4. **A Post Accident/Incident drug and alcohol screen must be accomplished within 24 hours of injury/incident.**
5. **A thorough site investigation should be completed within a timely manner and all pictures, reports, etc... Must be sent to the Cleveland office along with the Accident and Injury Report that's included in your Hire Packet. The Accident and Injury report needs to be turned in within 24 Hours of any and all incidents work related whether it is an injury or non-injury incident.**
6. **Once all Injury/Incident documentation is completed, fax or email a copy to the Cleveland Integrity Office at 918-358-5677 or chase.mcdonald@clevelandintegrity.com**
7. **The immediate supervisor as well as management at the Cleveland Integrity office needs to continue to check on injured employee until he/she returns to full duty.**

Employee Signature

6/5/2017
Date

APPENDIX 8



Employee Driving Policy Acknowledgement

DRIVER PROFILE AND ACKNOWLEDGEMENT OF DRIVING POLICY

I have received and read Cleveland Integrity Services Inc. Driving Policy, and I agree to follow the guidelines contained therein and release information as necessary to assure compliance. I understand the guidelines apply to both Company provided vehicles and my own personal vehicle when it is driven on Company business. I have retained the policy statement for my information.

Driver Full Legal Name: JASON PAUL ALTENHOFEN

Driver's License Number: ALT-57-5720

State Licensed: NORTH DAKOTA

Employee Signature: Jay

Date: 10-24-2015

APPENDIX 9

EMPLOYER'S WORKERS' COMPENSATION NOTICE TO EMPLOYEES

All employees of this employer who are entitled to benefits of the Workers' Compensation Act are hereby notified that this employer has complied with all rules and regulations of the Workers' Compensation Court, and that this employer has secured payment of compensation for all employees and their dependents in accordance with the Act. All employees are further notified this employer will furnish first aid, medical, surgical and any other like services required by law as well as payments of compensation awarded by the Workers' Compensation Court to any injured employee.

WARNING: Any person who knowingly and with intent to injure, defraud and deceive any insurer makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. [Title 36 § 3613.1 O.S.]

EMPLOYEE'S RESPONSIBILITIES IN CASE OF ACCIDENTAL INJURY OR OCCUPATIONAL DISEASE

Job safety is everyone's responsibility. All accidents or occurrences involving potential injury shall be reported to your supervisor immediately.

If accidentally injured or affected by an occupational disease arising out of and in the course of employment, however slight, the employee should notify the employer immediately. Notice shall be given to your immediate supervisor or administrator in charge of the location where the injury occurred. Unless notice is given to the employer or medical treatment is rendered within thirty (30) days of injury, any claim for compensation may be forever barred. If accidentally injured or affected by an occupational disease, the employee may file a claim for compensation with the Workers' Compensation Court. This employer is required to furnish the employee with appropriate forms to file a compensation claim. A claim for compensation must be filed with the court within a period of time specified by statute, or be forever barred. If a claim for compensation for any accidental injury or death is not filed with the Court within two (2) years from the date of the accidental injury or death or if a claim for compensation for occupational disease or cumulative trauma is not filed within two (2) years of either the last hazardous exposure or from the date the disease first became manifest, which ever last occurred, the claim for compensation may be forever barred. Provided, claims may be filed within two (2) years from the date of the last medical treatment authorized by the employer or payment of any compensation or remuneration paid in lieu of compensation. Post termination claims must be filed within six (6) months of termination of employment.

Any person receiving temporary disability benefits from an employer or the employer's insurance carrier shall promptly report in writing to the employer or insurance carrier any change in a material fact or the amount of income the employee is receiving or any change in the employee's employment status, occurring during the period of receipt of such benefits [Title 85 § 22.1 O.S.]

WORKERS' COMPENSATION FRAUD PENALTIES

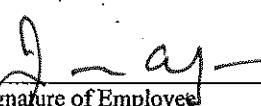
Upon filing a notice of injury, permission is given to the administrator of the Workers Compensation Court, the Insurance Commissioner, the Attorney General, a District Attorney or their designees to examine all records, including medical records, relating to the notice or any matter contained in or relating to the notice.

Each conviction shall be guilty of a felony punishable by imprisonment in the State Penitentiary for not exceeding five (5) years or by a fine not exceeding Five Thousand Dollars (\$5,000) or by both such fine and imprisonment. Workers' Compensation Fraud includes:

- Concealing information or providing false, incomplete or misleading statements in support of a workers' compensation claim.
- Assisting another person in presenting or concealing a false claim
- Seeking or accepting benefits while failing to immediately disclose any change in material facts, your physical condition, circumstance, employment status or income.

I hereby declare under penalty of perjury that I have examined this notice, and that I understand or have had explained to me all statements contained herein.

Signed this 24 day of October, 2015


Signature of Employee

Witness

APPENDIX 10

Cleveland Integrity Services, Inc.
Equipment Schedule A

Below are the estimated acquisition date, costs, amortization rate, and deductions for certain standard pieces of equipment typically used for your position

If the list below is missing a piece of equipment you believe you will use on the job, please provide the necessary information in the blanks below.

Equipment	Estimated Acquisition Date	Estimated Acquisition Cost	Estimated Useful Life (Years)	Estimated Annual Cost	2017 Estimated Daily Cost
UTV/ATV/four wheeler and trailer	January 1, 2017	\$25,000	5	\$5,000	\$20.83
100 ft. Tape W/Decimals	January 1, 2017	\$65	1	\$65	\$0.27
Steel Measuring Wheel	January 1, 2017	\$275	1	\$275	\$1.15
Truck Tool Box	January 1, 2017	\$500	3	\$167	\$0.69
25 ft Tape W/Decimals	January 1, 2017	\$25	1	\$25	\$0.10
Binoculars	January 1, 2017	\$225	2	\$113	\$0.47
Digital Plan Measure	January 1, 2017	\$225	1.5	\$150	\$0.63
drafting scale	January 1, 2017	\$60	1.5	\$40	\$0.17
2 drawing Weight bags	January 1, 2017	\$78	2	\$39	\$0.16
Set Nonconductive illuminated Tweezers	January 1, 2017	\$70	1	\$70	\$0.29
4 Inch Grinder (shield/disks)	January 1, 2017	\$200	1	\$200	\$0.83
Agra Antimony 1/2 Cell	January 1, 2017	\$165	1	\$165	\$0.69
Brass Hammer	January 1, 2017	\$93	2	\$46	\$0.19
Calculator	January 1, 2017	\$40	1	\$40	\$0.17
Coating Thickness Gauge W/Block	January 1, 2017	\$1,290	1.5	\$860	\$3.58
Extension Cord	January 1, 2017	\$50	0.5	\$100	\$0.42
Fire Extinguisher & First Aid Kit	January 1, 2017	\$155	1	\$155	\$0.65
Fluke Model 87 Multimeter	January 1, 2017	\$420	1	\$420	\$1.75
Infrared Thermometer	January 1, 2017	\$153	1	\$153	\$0.64
Inspection Mirror	January 1, 2017	\$20	1	\$20	\$0.08
Magnetical Particle Kit	January 1, 2017	\$1,900	2	\$950	\$3.96
Miller High Input Impedance Buffer Switch	January 1, 2017	\$600	1.5	\$400	\$1.67
NACE Blast Surface Comparator	January 1, 2017	\$180	1.5	\$120	\$0.50
Nilsson Model 400	January 1, 2017	\$1,300	2	\$650	\$2.71
Personal H2S Monitor	January 1, 2017	\$400	1	\$400	\$1.67
Pit Gauge	January 1, 2017	\$400	1	\$400	\$1.67
Portable Generator	January 1, 2017	\$675	2	\$338	\$1.41
Positector 6000	January 1, 2017	\$800	1.5	\$533	\$2.22
Potential Meter	January 1, 2017	\$460	1	\$460	\$1.92
PPE	January 1, 2017	\$1,043	1	\$1,043	\$4.34
Profile Gauge	January 1, 2017	\$685	2	\$343	\$1.43
Ruler/Straight Edge	January 1, 2017	\$12	1	\$12	\$0.05
Scraper	January 1, 2017	\$20	1	\$20	\$0.08
Sling Psychrometer	January 1, 2017	\$175	1	\$175	\$0.73
Soil Compaction Tester	January 1, 2017	\$473	1.5	\$315	\$1.31
UT Meter W/Couplants	January 1, 2017	\$1,988	1.5	\$1,325	\$5.52
Volt Meter	January 1, 2017	\$120	1.5	\$80	\$0.39
Wet Film Thickness Gauge	January 1, 2017	\$47	1	\$47	\$0.20
Boroscope	January 1, 2017	\$1,090	1.5	\$727	\$3.03
Circuit Checker (120 VAC)	January 1, 2017	\$245	1.5	\$163	\$0.68
Fluke CNX 3000 Kit	January 1, 2017	\$460	1.5	\$307	\$1.28
Fluke Meter (Clamp On)	January 1, 2017	\$465	1.5	\$310	\$1.29
Level (Straight & Angle)	January 1, 2017	\$80	1.5	\$53	\$0.22
Moister Meter/Humidity Temp Sensor	January 1, 2017	\$693	1.5	\$462	\$1.92
Rotating Level	January 1, 2017	\$255	1.5	\$170	\$0.71
Taper Gauge	January 1, 2017	\$75	1.5	\$50	\$0.21
Internal Alignment Gauge	January 1, 2017	\$138	1.5	\$92	\$0.38
Undercut gauge	January 1, 2017	\$155	1.5	\$103	\$0.43
Air Flow Meter	January 1, 2017	\$275	1.5	\$183	\$0.76
Magnetic Field Meter	January 1, 2017	\$275	1.5	\$183	\$0.76
Cable & Wire length Meter	January 1, 2017	\$600	1.5	\$400	\$1.67
Sound Level Meter	January 1, 2017	\$200	1.5	\$133	\$0.56
Vibration Meter	January 1, 2017	\$950	1.5	\$633	\$2.64
Altimeter	January 1, 2017	\$240	1.5	\$160	\$0.67
Combustible Gas Sniffer/Meter	January 1, 2017	\$463	1.5	\$308	\$1.28
Film Interpretation Ruler	January 1, 2017	\$53	1.5	\$35	\$0.15
Phase Rotation Meter	January 1, 2017	\$215	1.5	\$143	\$0.60
Small Hand Tools w/Case	January 1, 2017	\$145	1	\$145	\$0.60
Magnifying Glass	January 1, 2017	\$28	1	\$28	\$0.11
Surface Thermometer	January 1, 2017	\$175	1	\$175	\$0.73
Thickness Micrometer	January 1, 2017	\$170	1	\$170	\$0.71
Weld Fillet Gauge	January 1, 2017	\$120	1	\$120	\$0.50
Weld Cap Gauge	January 1, 2017	\$120	1	\$120	\$0.50

Cleveland Integrity Services, Inc.

Equipment Schedule A

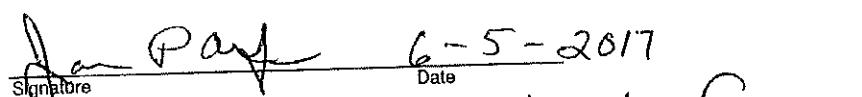
Below are the estimated acquisition date, costs, amortization rate, and deductions for certain standard pieces of equipment typically used for your position

If the list below is missing a piece of equipment you believe you will use on the job, please provide the necessary information in the blanks below.

Equipment	Estimated Acquisition Date	Estimated Acquisition Cost	Estimated Useful Life (Years)	Estimated Annual Cost	2017 Estimated Daily Cost
Weld Cam Gauge	January 1, 2017	\$120	1	\$120	\$0.50
Hi-Lo Gauge	January 1, 2017	\$120	1	\$120	\$0.50
Gauss Meter	January 1, 2017	\$328	1.5	\$218	\$0.91
Stop Watch	January 1, 2017	\$28	2	\$14	\$0.06
Vernier Caliper	January 1, 2017	\$200	1.5	\$133	\$0.56
10% Ammonium Persulfate	January 1, 2017	\$120	0.5	\$240	\$1.00
Welding Hood W/Lenses	January 1, 2017	\$515	1	\$515	\$2.15
Probe Bars	January 1, 2017	\$56	3	\$19	\$0.08
GPS	January 1, 2017	\$235	1.5	\$157	\$0.65
Flashlight (Batteries)	January 1, 2017	\$78	1.5	\$52	\$0.22
Rubber Boots	January 1, 2017	\$63	1	\$63	\$0.26
Wire Brush	January 1, 2017	\$14	2	\$7	\$0.03
Stepladder	January 1, 2017	\$65	2	\$33	\$0.14
Insulation Tester	January 1, 2017	\$450	1.5	\$300	\$1.25
Antimony Probe	January 1, 2017	\$215	1	\$215	\$0.90
1104 Code Book	January 1, 2017	\$295	2.5	\$118	\$0.49
B31.3 Code Book	January 1, 2017	\$420	2.5	\$168	\$0.70
B31.8 Code Book	January 1, 2017	\$205	2.5	\$82	\$0.34
Volt/OHM Meter	January 1, 2017	\$588	1.5	\$392	\$1.63
Other (describe):	January 1, 2017	\$0	1	\$0	\$0.00
Other (describe):	January 1, 2017	\$0	1	\$0	\$0.00
Other (describe):	January 1, 2017	\$0	1	\$0	\$0.00
Total Potential Equipment Costs					\$100.21
Plus (Minus) Equipment Adjustment from Schedule B					\$0.00
Plus Operating Costs of Equipment from Schedule B					\$29.90
Adjusted Potential Daily Cost					<u>\$130.10</u>
Mobile Communications Package (including cell phone)					<u>\$30.00</u>
Adjusted Potential Daily Costs including Communications Package					<u>\$160.10</u>
Maximum Expense Reimbursement Cap					<u>\$160.00</u>

The company only reimburses the actual cost of usage of your equipment. In the event your daily cost rate provides you with an excess reimbursement, you are required by company policy and the tax code to reimburse the company any excess amounts. In addition to qualifying reimbursements above, the company pays per diem, mileage reimbursements using the IRS mileage reimbursement tables and a guaranteed minimum weekly salary equal to four times the daily salary amount. Reimbursements are also subject to maximum reimbursement rates imposed by the company.

I understand that by signing this form I certify that I have modified all estimated costs as necessary to reflect the actual costs of using my equipment on the job and can be used by the company for reimbursement purposes.


 Signature: Jason P. Altenhofer
 Date: 6-5-2017
 Employee Name: Jason P. Altenhofer

APPENDIX 11

Form W-4 (2017)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2017 expires February 15, 2018. See Pub. 505, Tax Withholding and Estimated Tax.

Note: If another person can claim you as a dependent on his or her tax return, you can't claim exemption from withholding if your total income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions don't apply to supplemental wages greater than \$1,000,000.

Basic instructions. If you aren't exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax if you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2017. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/w4.

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent	A <u>1</u>						
B	Enter "1" if: <table border="0" style="margin-left: 20px;"><tr><td>• You're single and have only one job; or</td><td rowspan="2" style="vertical-align: middle; font-size: 2em; padding: 0 10px;">}</td><td rowspan="2" style="vertical-align: middle; font-size: 2em; padding: 0 10px;">B <u>1</u></td></tr><tr><td>• You're married, have only one job, and your spouse doesn't work; or</td></tr><tr><td>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</td><td></td><td></td></tr></table>	• You're single and have only one job; or	}	B <u>1</u>	• You're married, have only one job, and your spouse doesn't work; or	• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.		
• You're single and have only one job; or	}	B <u>1</u>						
• You're married, have only one job, and your spouse doesn't work; or								
• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.								
C	Enter "1" for your spouse. But, you may choose to enter "-0" if you are married and have either a working spouse or more than one job. (Entering "-0" may help you avoid having too little tax withheld.)	C <u>0</u>						
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return	D <u>0</u>						
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above)	E <u>0</u>						
F	Enter "1" if you have at least \$2,000 of child or dependent care expenses for which you plan to claim a credit (Note: Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)	F <u>0</u>						
G	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information.							
	• If your total income will be less than \$70,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children.							
	• If your total income will be between \$70,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child.							
H	Add lines A through G and enter total here. (Note: This may be different from the number of exemptions you claim on your tax return.) ► H <u>2</u>							
For accuracy, complete all worksheets that apply.								
	• If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.							
	• If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.							
	• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.							

Separate here and give Form W-4 to your employer. Keep the top part for your records.

Form **W-4**
Department of the Treasury
Internal Revenue Service

Employee's Withholding Allowance Certificate

OMB No. 1545-0074

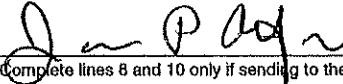
2017

► Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.

1 Your first name and middle initial	Last name	2 Your social security number
JASON P	Altenhofen	
Home address (number and street or rural route)		3 <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
125 6th St W		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ► 7
City or town, state, and ZIP code		5 <input type="checkbox"/> 6 <input type="checkbox"/> \$ <input type="checkbox"/>
Williston, ND. 58801		
6 Additional amount, if any, you want withheld from each paycheck		
7 I claim exemption from withholding for 2017, and I certify that I meet both of the following conditions for exemption.		
<ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. 		
If you meet both conditions, write "Exempt" here ► 7		

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature

(This form is not valid unless you sign it.) ► 

Date ► 6-5-2017

8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) 9 Office code (optional) 10 Employer identification number (EIN)

APPENDIX 12



Authorization Agreement for Automatic Deposits (ACH) Credits

Important! Please read and sign before completing and submitting.

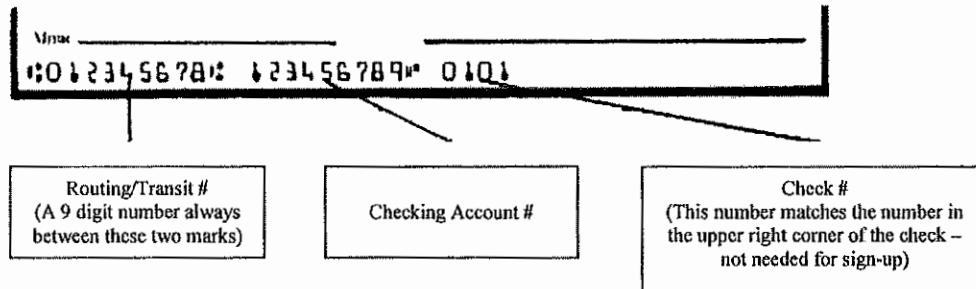
I hereby authorize Cleveland Integrity Services Inc., (hereinafter "CIS") to deposit any amounts owed me by initiating credit entries to my accounts at the financial institutions (hereinafter "Bank") indicated on this form. Further, I authorize Bank to accept and to credit any credit entries indicated by CIS to my accounts. In the event that CIS deposits funds erroneously into my account, I authorize CIS to debit my account for an amount not to exceed the original amount of the erroneous credit.

This authorization is to remain in full force and effect until CIS has received written notice from me of its termination in such time and in such manner as to afford reasonable opportunity to act on it.

Employee Name: JASON ALtenhofen Social Security #: XXXXXXXXXX
 Employee Signature: J - Pay - Date: 6-5-2017

To enroll in Full Service Direct Deposit, Simply fill out this form and return to Cleveland Integrity Services office. Attach a voided check for each checking account – not a deposit slip. If depositing to a savings account ask your bank to give you the Routing/Transit Number for your account. It isn't always the same as the number on a savings deposit slip. This will help ensure that you are paid correctly.

Below is a sample check MICR line, detailing where the information necessary to complete this form can be found.



Account Information

The last item must be for the remaining amount owed to you. To distribute to more accounts please complete another form. Make sure to indicate what kind of account, along with amounts to be deposited if less than your total net paycheck.

1. Bank Name/ City/State: Wells Fargo/Pleasant Hill/Iowa
 Routing/Transit #: XXXXXXXXXX Account Number: XXXXXXXXXX
 Checking Savings Other I wish to deposit \$ _____ or Entire Net Amount
2. Bank Name/ City/State: _____
 Routing/Transit #: _____ Account Number: _____
 Checking Savings Other I wish to deposit \$ _____ or Entire Net Amount
3. Bank Name/ City/State: _____
 Routing/Transit #: _____ Account Number: _____
 Checking Savings Other I wish to deposit \$ _____ or Entire Net Amount

APPENDIX 13

Copy B -- To Be Filed With Employee's FEDERAL Tax Return.			41-1628061 OMB No. 1545-0008
a Employee's soc. sec. no [REDACTED]	1 Wages, tips, other comp. 27026.75	2 Federal income tax withheld 3355.07	
	3 Social security wages 27026.75	4 Social security tax withheld 1675.66	
b Employer ID number (EIN) 27-4219258	5 Medicare wages and tips 27026.75	6 Medicare tax withheld 391.89	
	c Employer's name, address, and ZIP code CLEVELAND INTEGRITY SERVICES, INC. PO BOX 658 CLEVELAND, OK 74020		
d Control number 0000050-0113			
e Employee's name, address, and ZIP code Suff. JASON P. ALTENHOFEN 125 6TH ST WEST WILLISTON, ND 58801			
7 Social security tips 0.00		8 Allocated tips	9 Verification Code
10 Dependent care benefits		11 Nonqualified plans	12a Code See inst. for box 12 DD 2058.75
13 Statutory employee Retirement plan Third-party sick pay	14 Other	12b Code	
		12c Code	
		12d Code	
ND 27421925801	27026.75	264.00	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement

2017

Dept. of the Treasury -- IRS

This information is being furnished to the Internal Revenue Service

Copy 2 -- To Be Filed With Employee's State, City, or Local Income Tax Return.			41-1628061 OMB No. 1545-0008
a Employee's soc. sec. no [REDACTED]	1 Wages, tips, other comp. 27026.75	2 Federal income tax withheld 3355.07	
	3 Social security wages 27026.75	4 Social security tax withheld 1675.66	
b Employer ID number (EIN) 27-4219258	5 Medicare wages and tips 27026.75	6 Medicare tax withheld 391.89	
	c Employer's name, address, and ZIP code CLEVELAND INTEGRITY SERVICES, INC. PO BOX 658 CLEVELAND, OK 74020		
d Control number 0000050-0113			
e Employee's name, address, and ZIP code Suff. JASON P. ALTENHOFEN 125 6TH ST WEST WILLISTON, ND 58801			
7 Social security tips 0.00		8 Allocated tips	9 Verification Code
10 Dependent care benefits		11 Nonqualified plans	12a Code DD 2058.75
13 Statutory employee Retirement plan Third-party sick pay	14 Other	12b Code	
		12c Code	
		12d Code	
ND 27421925801	27026.75	264.00	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement

2017

Dept. of the Treasury -- IRS

Copy C -- For EMPLOYEE'S RECORDS (See Notice to Employee on back of Copy B.)			41-1628061 OMB No. 1545-0008
a Employee's soc. sec. no [REDACTED]	1 Wages, tips, other comp. 27026.75	2 Federal income tax withheld 3355.07	
	3 Social security wages 27026.75	4 Social security tax withheld 1675.66	
b Employer ID number (EIN) 27-4219258	5 Medicare wages and tips 27026.75	6 Medicare tax withheld 391.89	
	c Employer's name, address, and ZIP code CLEVELAND INTEGRITY SERVICES, INC. PO BOX 658 CLEVELAND, OK 74020		
d Control number 0000050-0113			
e Employee's name, address, and ZIP code Suff. JASON P. ALTENHOFEN 125 6TH ST WEST WILLISTON, ND 58801			
7 Social security tips 0.00		8 Allocated tips	9 Verification Code
10 Dependent care benefits		11 Nonqualified plans	12a Code DD 2058.75
13 Statutory employee Retirement plan Third-party sick pay	14 Other	12b Code	
		12c Code	
		12d Code	
ND 27421925801	27026.75	264.00	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement

2017

Dept. of the Treasury -- IRS

This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Copy 2 -- To Be Filed With Employee's State, City, or Local Income Tax Return.			41-1628061 OMB No. 1545-0008
a Employee's soc. sec. no [REDACTED]	1 Wages, tips, other comp. 27026.75	2 Federal income tax withheld 3355.07	
	3 Social security wages 27026.75	4 Social security tax withheld 1675.66	
b Employer ID number (EIN) 27-4219258	5 Medicare wages and tips 27026.75	6 Medicare tax withheld 391.89	
	c Employer's name, address, and ZIP code CLEVELAND INTEGRITY SERVICES, INC. PO BOX 658 CLEVELAND, OK 74020		
d Control number 0000050-0113			
e Employee's name, address, and ZIP code Suff. JASON P. ALTENHOFEN 125 6TH ST WEST WILLISTON, ND 58801			
7 Social security tips 0.00		8 Allocated tips	9 Verification Code
10 Dependent care benefits		11 Nonqualified plans	12a Code DD 2058.75
13 Statutory employee Retirement plan Third-party sick pay	14 Other	12b Code	
		12c Code	
		12d Code	
ND 27421925801	27026.75	264.00	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement

2017

Dept. of the Treasury -- IRS

FORM L4UP